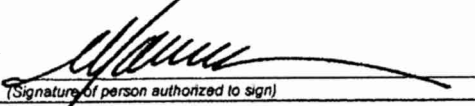
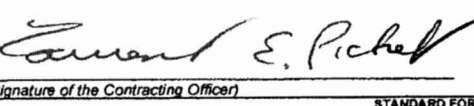


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 51	
2. CONTRACT (Proc. Inst. Ident.) NO. TOFS-11-D-0003				3. EFFECTIVE DATE 04/26/2011		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 11PR-OFS-138	
5. ISSUED BY OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220		CODE OFS		6. ADMINISTERED BY (If other than Item 5) OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220		CODE OFS	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) ERNST & YOUNG LLP 1101 NEW YORK AVENUE NW WASHINGTON DC 20005-4213				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 095347159		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
11. SHIP TO/MARK FOR OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220		CODE OFS		12. PAYMENT WILL BE MADE BY ARC/ASD/OFS ARC/ASD/OFS, AVERY 3G P.O. BOX 1328 PARKERSBURG WV 26106-1328		CODE ARC/ASD/OFS	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued							
15G. TOTAL AMOUNT OF CONTRACT						\$50,000.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1-2	X	I	CONTRACT CLAUSES	39-42
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3-9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	10-19	X	J	LIST OF ATTACHMENTS	43
X	D	PACKAGING AND MARKING	20	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	21		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	22-23		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	24-31		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	32-38				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) Marc Andersen, Principal				20A. NAME OF CONTRACTING OFFICER LAURENT PICHET			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED 04/27/11		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED 4/27/11	
BY  (Signature of person authorized to sign)				BY  (Signature of the Contracting Officer)			

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 TOFS-11-D-0003

PAGE 2 OF 51

NAME OF OFFEROR OR CONTRACTOR

ERNST & YOUNG LLP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Treasury requires specialized expertise in a broad range of financial support in the areas of: Organizational Design and Maintenance; Systems; Credit Reform; Accounting; Program Compliance; Internal Controls; and Document Management. Base Period of Performance 04/26/2011 - 04/25/2012 Option Period 1 - 04/26/2012 - 04/25/2013 Option Period 2 - 04/26/2013 - 04/25/2014 Option Period 3 - 04/26/2014 - 04/25/2015 Option Period 4 - 04/26/2015 - 04/25/2016 Delivery Location Code: OFS OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220 US Accounting Info: OFS0128SE11XX-2011-610001-OFS1231120-2511-00000000 -XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX FOB: Destination Period of Performance: 04/26/2011 to 04/25/2016				
0001	Financial Services Guaranteed Minimum Obligated Amount: \$50,000.00				50,000.00
0002	Labor Hour Line Item				
0003	Fixed Price Line Item				
0004	T&M (ODC) Line Item The total amount of award: \$50,000.00. The obligation for this award is shown in box 15G.				

SECTION B -- SUPPLIES OR SERVICES PRICES

B.1 MAXIMUM AND MINIMUM CONTRACT VALUE

The minimum dollar value this contract awarded is \$50,000.00. The maximum total value of all orders placed under contracts awarded under this acquisition will be \$185,000,000.00.

B.2 TASK ORDERS

Task orders awarded pursuant to this contract will be Fixed Price, Time and Materials, or Labor Hour, as specified in the order.

The following ceiling labor rates shall be observed for all Time and Materials and Labor Hour task orders for each period of performance:

Table B.2 – 1 Organizational Design and Maintenance

[illegible]

Labor Categories	Labor Category Group	Base Period Hourly Labor Rate	Option Period 1 Hourly Labor Rate	Option Period 2 Hourly Labor Rate	Option Period 3 Hourly Labor Rate	Option Period 4 Hourly Labor Rate

Table B.2 – 2 Systems – Requirements, Life-Cycle Planning, Development, and Independent Verification and Validation (IV&V)

[illegible]

Table B.2 – 3 Credit Reform – Modeling and Independent Verification and Validation (IV&V)

[illegible]

Table B.2 – 4 Accounting

[illegible]

[illegible]

Table B.2 – 5 Program Compliance

[illegible]

Labor Categories	Labor Category Group	Base Period Hourly Labor Rate	Option Period 1 Hourly Labor Rate	Option Period 2 Hourly Labor Rate	Option Period 3 Hourly Labor Rate	Option Period 4 Hourly Labor Rate

Table B.2 – 6 Internal Controls

[illegible]

Table B.2 – 7 Document Management

[illegible]

B.3 TRAVEL

a) Travel expenses shall only be applicable to orders performed on a Labor Hour or Time and Materials basis. The prices of all task orders issued on a Firm Fixed Price basis shall be inclusive of any travel.

b) For Labor Hour and Time and Materials task orders, any authorized non - local travel will be reimbursed in accordance with the provisions of the Federal Travel Regulations. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov/fttr.

c) As a general rule, local travel will not be reimbursed under this contract. Examples of local travel, which will not be subject to reimbursement, are: travel to and from normal job site; supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

d) Except for travel conducted under Firm Fixed Price task orders, all travel shall be approved in writing by the Contracting Officer or Contracting Officer Technical Representative prior to the occurrence of the travel.

SECTION C -- STATEMENT OF WORK

C.1 BACKGROUND

The U.S. Department of the Treasury (Treasury) is responsible for the management and administration of the Troubled Assets Relief Program (TARP) which was established under the Emergency Economic Stabilization Act of 2008 (EESA). The EESA provides the Treasury with the authorities and facilities to restore liquidity and stability to the financial system of the United States. Treasury uses the EESA authorities to protect home values, college funds, retirement accounts, and life savings; preserve homeownership and promote jobs and economic growth; maximize overall returns to the taxpayers of the United States; and provide public accountability for the exercise of such authority. By acquiring, managing, and orderly liquidating the troubled assets over time, the Treasury seeks to improve the capital positions of financial institutions, reduce risk premiums in the market, improve liquidity and credit extension in the financial system, increase investor confidence, and provide market participants with more price transparency.

C.2 OBJECTIVE

Treasury anticipates award of multiple ID/IQ contracts for financial services to firms with the demonstrated ability to support the Department of the Treasury's financial requirements as defined in this Statement of Work.

Statement of Work

Treasury requires expert financial services to support OFS and Treasury financial programs and initiatives. Treasury requirements are summarized in the following categories:

- Organizational Design and Maintenance
- Systems: Requirements, Life-Cycle Planning, Development, and IV&V
- Credit Reform: Modeling and IV&V
- Accounting
- Program Compliance
- Internal Controls
- Document Management

The requirements are not limited to providing support services to the Office of Financial Stability (OFS) but will be available to other Treasury Offices and/or Bureaus.

C.3 SCOPE

This requirement is for services to support the Office of Financial Stability (OFS) and other Treasury financial programs and initiatives. Treasury requirements are categorized for the purpose of characterizing required services and/or functionality. Specific work will be separately identified in individual task orders, which may include discreet services or functionality from one or more of these categories. Examples of anticipated deliverables are provided within this statement of work; however, actual deliverables shall be defined in task orders.

Treasury's overarching requirements for this contract include:

1. supporting activities related to achieving/maintaining an unqualified audit opinion of financial statements and statement of assurance of internal control processes;
2. researching and providing recommendations related to best practices, industry standards, and/or national benchmarks;
3. ensuring compliance with laws and regulations;
4. enhancing control activities;
5. assisting with responses to internal and external inquiries and findings, including gathering of supporting documentation and performing analysis;
6. supporting and/or performing testing and/or an independent verification and validation of functions/activities;
7. training;
8. preparing user support materials and other supporting documentation;
9. preparing documentation and information for decision and/or final approval; and
10. developing project plans and workflow analyses.

C.4 FINANCIAL SERVICES

Contractor shall perform Financial Services for the Treasury. The financial services shall include, but are not limited to, the following subject areas:

Category: Organizational Design and Maintenance

This category involves the design, development, maintenance, and socialization of organizational and operational models and structures; job descriptions and core competencies; and, policies and procedures. This includes making recommendations based on research and knowledge of best practices and assisting management with documenting, maintaining, and socializing business processes, information technology upgrades, and implementation of new systems to support organizational re-engineering. Services may include, but are not limited to:

1. Reviewing the efficiency and effectiveness of current operations.
2. Reviewing, analyzing, and making recommendations on improving organizational structure and staffing within an appropriately sized organization, utilizing metrics for staffing and sizing of similar financial service organizations.
3. Reviewing, analyzing, and making recommendations that result in substantial improvements in the cost, effectiveness, and efficiency of operations.
4. Performing analysis and evaluation based on recommendations made on the most efficient structure of administrative and business functions currently provided by the Treasury.
5. Developing new policies and procedures, including circulating documents for comments, finalizing drafts, and validating documents with business process owners.
6. Maintaining existing policies and procedures pertaining to programs, business support functions, and governance.
7. Initiating and facilitating discussions with business process owners and other stakeholders.
8. Developing and creating narratives explaining business processes.
9. Developing and integrating continuity of operations and disaster recovery plans and related documentation.

Category: Systems - Requirements, Life-Cycle Planning, Development, and Independent Verification and Validation (IV&V)

This category involves advising, managing, developing, designing, documenting, testing, deploying, operating, and maintaining systems associated with managing Treasury programs and operational activities. This shall include a reasonable assurance that the system, as defined,

complies with all applicable laws and regulations, including controls around handling personally identifiable information and which include the ability to perform auditable and reportable quality control edits. The contractor shall assist with the planning, design, development, and integration of business and functional systems in support of Treasury operations. Upon system deployment, the contractor shall assist with regular review and planned/ad-hoc system upgrades as needed. Services may include, but are not limited to:

1. Planning, initiating, developing system concepts, analyzing requirements, and designing of systems and strategic initiatives, including system(s) of record.
2. Establishing appropriate systems governance disciplines required to successfully implement and maintain system-related projects.
3. Providing advice on implementation and operation of governance and reporting tools.
4. Designing of application review and maintenance plans for operational systems.
5. Supporting system upgrades.
6. Developing and socializing system requirements and life-cycle planning documentation.
7. Developing, integrating, testing, implementing, operating, maintaining, disposing, and training of applications, including developing the related documentation covering the entire life-cycle of each system.
8. Confirming development, planning, and implementation of data migrations.
9. Verifying systems perform according to requirements, ensuring that systems, as developed, achieve unqualified statement of assurance.
10. Managing and monitoring system testing programs.

Category: Credit Reform – Modeling and Independent Verification and Validation (IV&V)

This category involves supporting management by a) providing modeling support, and financial and statistical analysis of equity, direct loan, and loan guaranty programs; b) developing, enhancing and maintaining complex forecasting cost models; and, c) performing IV&V reviews of financial and econometric models. The Contractor shall assist management with a) forecasting future cash flows of complex equity, direct loan, and loan guaranty programs; and, b) computing the fair market value of equity investments. Services may include, but are not limited to:

1. Maintaining existing re-estimate models for all programs that accurately reflect the core program terms and characteristics, and incorporate appropriate industry standard practices.
2. Ensuring cash flow models continue to meet all Federal Credit Reform Act (FCRA) requirements, Office of Management and Budget (OMB) directives, and Federal Accounting Standards Advisory Board (FASAB) standards, statements, technical releases, and other requirements.

3. Maintaining and enhancing documentation of models developed, including the overall subsidy cost model process.
4. Providing formulation estimates for new loan and equity programs in a constantly changing environment.
5. Incorporating analysis capabilities, validation diagnostics, and automation of the existing models and processes.
6. Developing new models based on program requirements.
7. Collecting data, and performance and/or benefit analyses.
8. Maintaining and enhancing 10-year forecasts for the programs, including automating and updating of the plans.
9. Processing data and updating tables for loan/investment performance web sites.
10. Performing a sensitivity analysis and testing of the models.
11. Documenting approaches and findings used in the modeling efforts.
12. Designing the automation of projected versus actual performance analyses.
13. Automating other inputs and outputs, including use of loan/firm level data, used in the modeling process.
14. Documenting and/or reviewing modeling related activities.
15. Performing ad hoc analyses for loan and equity program related projects that relate to the credit reform modeling process or some other aspect of Treasury's loan and equity programs.
16. Performing intensive reviews, currently using SAS code.
17. Reviewing and validating the code used to extract/prepare data.
18. Reviewing and validating the calculations/projections.
19. Reviewing the process(es) for generating cash flow outputs.
20. Reviewing the model interfaces.
21. Comparing generated cash flows and subsidy rates to cash flows generated by the reviewer.

Category: Accounting

This category involves supporting management and staff in recording, reconciling, and reporting financial transactions in conformance with generally accepted accounting principles. The requirements address the provisions of providing accounting support and assistance to achieve and maintain an unqualified financial statement audit opinion surrounding activities such as: a) credit reform accounting and modeling; b) budgeting; c) internal accounting controls; and d) accounting considerations for financial institutions. Services may include, but are not limited to:

1. Enhancing Treasury's credit reform accounting approach (e.g. definition of cohorts, risk categories, etc.).

2. Identifying prototype accounting entries for categories of credit reform accounting (e.g. equities) for transactions, both at origination and on an ongoing basis.
3. Providing guidance regarding the accounting for Treasury investments in mortgage backed securities, whole loans, and other assets acquired by the Treasury.
4. Identifying and performing transaction level and summary level reconciliations between the general ledger (both proprietary and budgetary accounts), and related subsidiary systems and funding processes, including risk weighted assets, cash, preferred stock, warrants, strike price, etc.
5. Identifying and performing budgetary activities, including those required for the President's Budget submission, the Federal Credit Supplement, and the mid-session review, and other budgetary analyses.
6. Training staff on accounting practices/activities.
7. Analyzing and reviewing accounting journal entries.
8. Assisting with issues related to the:
 - pronouncements of related accounting activities and the application regarding the impact to the accounting treatment by financial institutions (including broker-dealers, commercial banks, credit unions, thrifts, insurance companies, etc) of their ownership of a variety of potential types of troubled assets.
 - implications of a wide variety of troubled assets on the capital position of selling financial institutions, as well as the capital impacts on financial institutions who do not participate in the sale and the broader market.
 - approaches to mitigating unintended consequences on participating financial institutions and non-participating third parties.
 - aspects of repurchasing investments made by the Treasury.

Category: Program Compliance

This category involves supporting management in the areas of designing, implementing, maintaining, and executing a robust compliance management regime in support Treasury programs and processes. Contractor shall provide overall support to ensure compliance with applicable laws, regulations, legal agreements, and business documents. Services may include, but are not limited to:

1. Advising, designing, developing, and/or enhancing:
 - a. Approaches, methodologies, tools (e.g., forensics), techniques, and reporting
 - b. Approaches to identifying and monitoring program regulatory requirements and mitigating program risks - including fraud, waste, and abuse

- c. Manual and automated processes and controls associated with agreed upon approaches and methodologies, and providing recommendations to enhance activities
 - d. Business and functional system specifications for identified automated processes and controls
 - e. System applications, algorithms, models (including but not limited to trading and financial), and databases
2. Implementing, executing, and performing compliance activities in support of approaches and regimes for program recipients, agents, contractors, or other identified third parties including:
- a. Risk assessments to alleviate fraud, waste, and abuse and otherwise improve processes
 - b. Internal control reviews and assessments, and identification of improvements
 - c. Audit and/or review services (e.g., financial and information technology)
 - d. Forensic analysis
 - e. Program guidelines assessments
 - f. Process and controls assessments
 - g. Information technology and model evaluations
 - h. Collecting data from multiple constituents as needed by program regimes or in support of other compliance activities
 - i. Running algorithms, models, and analyzing data
 - j. Performing surveillance activities
 - k. Providing data, data extracts, reconciliations, analysis, and reporting as required
3. Advising, designing, developing, executing, monitoring, assessing, and reporting on internal governance and processes including:
- a. Internal reviews
 - b. Risk assessments
 - c. Resolutions of findings and recommendations

Category: Internal Controls

This category involves supporting management and staff with: a) developing and sustaining a robust internal control program; b) maintaining/achieving unqualified statements of assurance of internal control processes; c) responding to internal and external auditor, reviewer, and oversight bodies; d) providing recommendations specific to enhancing internal controls; e) developing frameworks and plans to identify, document, test, and amend controls; f) identifying, managing, and mitigating risks; and g) managing asset-related activities. Services may include, but are not limited to:

1. Designing and instituting a governance model for management control procedures.
2. Assisting with and assuring that programmatic and administrative areas of responsibility adhere to the management and reportings requirements covered in the Office of Management and Budget (OMB) Circulars, such as, but not limited to, A-123, A-127, and A-130; Treasury Directives; Executive Orders; General Accountability Office (GAO), and other internal control requirements.
3. Documenting and updating process flows; narrative descriptions; and risk and control matrices.
4. Defining roles and responsibilities of business owners responsible for carrying out control activities.
5. Documenting and updating control points within technical and operational functions and processes; assessing the effectiveness of internal controls; and providing recommendations to strengthen and enhance technical and operational activities and programs.
6. Identifying, documenting, and addressing control gaps.
7. Evaluating program required reports to determine if established controls are sufficient and make recommendations where deficiencies are identified.
8. Evaluating the effectiveness of technical, program, and administrative controls, including, but not limited to, the valuation models used in performing credit reform accounting, the asset related activities, etc..
 - Providing technical advice on matters and/or material weaknesses.
 - Developing and monitoring corrective action and remediation plans.
 - Developing test plans and in carrying out the internal control testing of processes and functions to assist management with developing conclusions and making a reasonable assurance that/of:
 - a. core financial systems meet applicable requirements to support management decisions by providing timely and reliable data;
 - b. proper information security controls are in place that are proportionate with the risk and potential harm of not having such controls;
 - c. resource use is consistent with laws, regulations, and policies; and that resources are safeguarded against waste, loss, and misuse;
 - d. reliable data are obtained, maintained, and disclosed in applicable reports; and,
 - e. the adequacy of internal controls in program and operational processes and functions.
 - Assisting management with asset acquisition, management/maintenance, and disposition activities, including, but not limited to;
 - a. automating control processes and transitioning to electronic storage media.
 - b. performing real-time monitoring of transactions, and assembling control evidence and preparing documents for audit readiness.

- c. leveraging process enhancements for future transactions.

Category: Document Management

This category requires expertise in the area of assisting with managing routine office operations and providing assistance in various program areas. This may require document management activities such as, but not limited to, correspondence tracking; processing Freedom of Information Act (FOIA) cases; researching relevant policies and laws as it relates to FOIA; familiarity with records management policies and procedures according to the National Archives and Records Administration (NARA); scanning of case files; organizing completed case materials according to filing procedures; preparation of draft materials such as letters, memorandums, forms, etc.; maintaining calendar events by sending out invitations or scheduling meeting; and preparing presentation materials for briefings. Services may include, but are not limited to:

1. Processing FOIA cases
2. Establishing guideline procedures for filing correspondence according to NARA for records management
3. Establishing disposition of records
4. Scanning documents such as, but not limited to, FOIA cases, application files, and other office documents
5. Filing documents
6. Organizing office files
7. Preparing progress reports
8. Developing and maintaining scanning log of all documents
9. Reviewing, logging, and tracking correspondence

C.5 INFORMATION COMMON TO ALL TASK AREAS

All deliverables must comply with all applicable laws and regulations. Without limiting the generality of the foregoing, all deliverables hereunder shall fully comply with the terms, conditions, and requirements of the EESA.

Program Management

Contractors shall provide program management related activities to include:

1. Quality control of services and deliverables
2. Project planning, implementation, and reporting
3. Work planning and scheduling
4. Detailed invoicing with costs broken down by the work stream, subwork stream, and/or business owner level
5. Regular meetings with business owner staff and the Contracting Officer Technical representative (COTR) to discuss contract issues and the status of the work streams and documentation and minutes of key discussion points/decisions
6. Maintenance of project management-related documents in a shared repository
7. Management of contractor and subcontractor on-boarding and exiting processes based on Treasury procedures, including any required background investigations
8. Transition planning

C.6 GOVERNMENT FURNISHED PROPERTY

Before issuing a request for task order proposal, the government will make the determination as to whether it will provide materials, equipment, support, software, computer time, and facilities to fulfill the terms and conditions of the task order. The Contractor shall provide all the necessary facilities, equipment, and services not otherwise provided by the Government as Government Furnished Property (GFP), as needed to support Treasury in the execution of the requirements contained in this Statement of Work.

SECTION D -- PACKAGING & MARKING

D.1 PAYMENT OF POSTAGE & FEES

All postage and fees related to submitting information, including forms, reports, submittals, etc., to the Contracting Officer (CO) or the Contracting Officer's Technical Representative (COTR) shall be paid by the Contractor.

D.2 PACKAGING & MARKING

- a) All information submitted to the CO or the COTR shall clearly indicate the contract number and/or task order number for which the information is being submitted.
- b) All containers shall be plainly marked on or adjacent to the exterior shipping label to show the contract number, task order number (if any), description of contents, and contractor's name.

SECTION E -- INSPECTION & ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE CRITERIA

a. Final inspection and acceptance of all work, performance, reports and other deliverables under this contract shall be performed at the location specified in individual task orders. Each order will also designate the individual responsible for inspection and acceptance.

b. The basis for acceptance shall be in compliance with the requirements set forth in the orders and other terms and conditions of the contract. Deliverable items rejected under resulting task shall be corrected in accordance with the applicable clauses.

E.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. In addition, the full text of a clause may be accessed electronically at <https://www.acquisition.gov/far/index.html>

CLAUSE	TITLE AND DATE
52.246-4	Inspection of Services—Fixed-Price (AUG 1996)
52.246-6	Inspection – Time-and-Material & Labor-Hour (MAY 2001)

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 TERM OF THE CONTRACT

The base period of the contract shall be from date of award through twelve months. Four one-year option periods may be exercised by the Government.

F.2 CONTRACT DELIVERABLES

Contract Level Deliverables:

- **Monthly Contract Status Report.** The Contractor shall report each month, current with submission of its invoice, the status for all task orders as of the end of the previous month:
 - Hours and dollars spent, including cumulative totals of each and a forecast of future costs through the next month and total cost at completion;
 - Current contractor personnel engaged, including management of contractor and subcontractor on-boarding and exiting processes based on Treasury procedures, including any required background investigations; and
 - Subcontracts, including socioeconomic category of subcontractor and dollar value;
 - Any contract issues; and
 - Monthly transactions and accomplishments.
- **Status of Mitigation Plan.** In accordance with Section H.7 and 31 C.F.R. Part 31, the Contractor shall provide documentation related to conflicts of interest throughout the term of the contract.
- **Subcontract Consent.** In accordance with FAR clause 52.244-2 “Subcontracts (June 2007)” within Section I of this solicitation, the Contractor shall obtain Treasury’s written consent in advance for any proposed cost reimbursement, time and materials, or labor hour subcontracts, and for any proposed fixed-price subcontracts that would exceed \$100,000 or 5% of the total value of a task order.
- **Future Deliverables.** All other future deliverables will be in accordance with the scope of work discussed above and will be identified in any resulting Task Orders issued against the ID/IQ contract.

F.3 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. In addition, the full text of a clause may be accessed electronically at <https://www.acquisition.gov/far/index.html>.

CLAUSE	TITLE AND DATE
52.242-15	Stop-Work Order (AUG 1989)

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACTOR'S PROPOSAL

The Contractor's proposal dated June 16, 2010 and Proposal Revision dated March 7, 2011 are incorporated into the contract by reference.

G.2 ORDER PRICING

The Treasury will order work within the scope of this contract on a Fixed Price, Time and Materials, or Labor Hour basis, as specified in individual Task Orders.

G.2.1 OTHER DIRECT COSTS (TIME AND MATERIALS TASK ORDERS ONLY)

Other Direct Costs (ODC) shall not be subject to profit or G&A. ODCs may not have any additional rates applied and will only reflect actual costs.

For task orders priced on a Time and Materials basis, the Contractor will be reimbursed only for the types of disbursements, expenses and charges as designated in each task order. Moreover, any reimbursement will be limited to actual costs incurred by the Contractor that are necessary to effect the services under this contract and that are not accounted for as overhead costs in the Contractor's fixed labor rates. All invoices shall be fully documented by including receipts evidencing payment by the contractor and shall identify the action with which the expenditure is connected.

Treasury will not reimburse:

- Word processing charges;
- Overtime charges;
- Secretarial/clerical charges, except with regard to labor hour charges for hours performed under the appropriate labor category in the contract;
- Fax communication charges (except long distance telephone charges);
- Local travel costs, including car service;
- Local telephone charges;
- Local meal costs;
- Entertainment expenses;
- Books or subscription charges;

- Membership fees;
- Costs of office supplies;
- Storage charges; or
- Costs associated with a lease or purchase of equipment or office space.

G.3 KEY PERSONNEL

a) IDIQ Contract - The persons listed below will be assigned the responsibility for success of the work products. These individuals shall be in responsible positions so as to allocate and control personnel. The below listed individuals are designated as "Key Personnel":

[REDACTED]

b) Task Order - The individuals named as Key Personnel shall be recommended by the Contractor in its Task Order proposal and subject to approval by the Government prior to award. These individuals shall be in responsible positions so as to allocate and control personnel. The Contractor shall identify and propose critical or senior-level Contractor staff assigned to each Task Order.

c) For planned Key Personnel replacements, the Contractor shall provide the Government with a minimum of 30 calendar days advance notice. Substitutions or additions to approved key personnel under this Contract shall not be accepted unless specifically approved in writing by the Contracting Officer or a Contracting Officer Technical Representative. Any substitutions and/or additions shall be subject to the terms and conditions of this clause.

d) All notification requests for substitutions and additions must provide a justification and detailed explanation of the circumstances necessitating the proposed substitution or addition, a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer needed to approve or disapprove the request. Resumes submitted shall identify the education and experience of the Key Personnel candidate(s) relative to the contract position proposed. At a minimum, resumes shall include the name of the candidate, contract position and labor category level proposed, experience, education, and citizenship status. All proposed substitutes and additions must have qualifications equal to or better than the person to be replaced.

- e) The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof.

G.4 DTAR 1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY (MAR 2002)

- (a) The Contracting Officer's Technical Representative/Project Officer is:

Rita McPheeters
Program Analyst
US Department of the Treasury
Office of Financial Stability
1801 L Street, N.W.
Washington, DC
(202) 622-2184
Rita.McPheeters@treasury.gov

- (b) Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:
- (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
 - (2) constitutes a change as defined in the clause entitled "Changes";
 - (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) interferes with the contractor's right to perform under the terms and conditions of the contract; or
 - (6) directs, supervises or otherwise controls the actions of the contractor's employees.

- (d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.
- (e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.
- (f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

G.5 ORDERING PROCEDURES

Work will commence under this contract only through the issuance of firm fixed price, labor hour, or time and materials task orders by the Contracting Officer. Subject to the exceptions set forth at FAR 16.505(b)(2), task orders over \$3,000.00 will be issued in compliance with the Fair Opportunity Procedures in FAR 16.505(b)(1), and in accordance with the procedures outlined in this section.

Small businesses awarded under this Contract will be considered as part of the fair opportunity process as required by the Small Business Act and FAR Subpart 19.5. As two or more small businesses have received base contract awards, the "rule of two" shall apply. This rule will govern whether task order requirements are set-aside for small businesses. A task order will be set-aside for small business if the Contracting Officer (CO) determines that there is a reasonable expectation that (1) offers to perform a specific task order will be received from two or more small businesses that demonstrate sufficient expertise to successfully perform the work required and do not appear, based on proposals received in response to this RFP or other information received from the contractor, to have a conflict of interest, and (2) award will be made at a fair market price. The CO will utilize all available information in making the set-aside determination, including the proposals submitted by small businesses in response to this RFP. Should the CO determine that further information is necessary, capability statements may be requested from small businesses who hold contracts.

Performance under task orders shall commence only after receipt of an executed task order via facsimile, mail, e-mail, or by verbal direction from the Contracting Officer. If verbal direction is

given, written confirmation will be provided within five working days of the verbal order. The Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed task orders. The following ordering process will be used to issue task orders:

- For all task orders with an estimated value of over \$3,000.00, the CO will apply the "rule of two" and determine whether the task order should be set aside for small business.
- The CO, in consultation with technical evaluator(s), will review the contract technical proposals that were submitted in response to this RFP and any subsequent information submitted from contractors and identify the firms that have expertise in the area(s) relevant to the task order requirement.
- The CO, in consultation with Conflicts of Interest evaluator(s), will review all available conflict of interest information concerning the identified firms and will eliminate those that have conflicts that would prevent or significantly hinder task order performance. The CO may at any time request from a contractor information concerning conflicts of interest, regardless of whether an RFQ has been or will be issued for a specific requirement.
- The CO will calculate an evaluated price for each of the remaining firms by applying the each contractor's established labor rates to the estimated hours required for the task order.
- Depending on the nature and urgency of the task order requirement, the CO may:
 1. negotiate a task order with the identified firm with the lowest evaluated price, or
 2. issue an Request for Quotation (RFQ) or Request for Task Order Proposal (RTOP), including a Scope of Work detailing specific requirements or a Performance Work Statement that will specify requirements in terms of performance objectives, to two or more identified firms with the lowest evaluated prices, seeking additional technical information and any proposed price discounts as well as specifying any additional evaluation criteria.
- The contractor shall be solely responsible for any bid and proposal costs incurred in performance of the contract.

- The Contracting Officer, in conjunction with Contracting Officer's Technical Representative (COTRs) and Technical Points of Contact (TPOCs), will evaluate task order proposals in accordance with the evaluation criteria stated in the task order request. The evaluation criteria will typically include:
 1. Technical and Management approach;
 2. Key Personnel
 3. Past Performance to include quality, schedule, cost control, personnel management, and business relations; and,
 4. Price
- Specific criteria shall be identified in the request for proposals for each task order.
- After the review of proposals, negotiations may be held. Otherwise, the Government may accept an initial proposal by issuance of the task order. Due to the nature of the requirements, submission of task order proposals may be required within (2) two business days. Submission requirements shall be detailed within the task order request.

This ordering process is designed to provide Treasury with the ability to issue task orders to the most highly qualified firms with the highest possible efficiency, while complying with small business requirements and fair opportunity procedures. The CO will make use of the information submitted in response to this RFP, information learned throughout life of the contract, and information submitted to the CO by contractors. The CO may, in the CO's sole discretion, request additional information from contractors or issue an RFQ as discussed above. Contractors are encouraged to regularly provide updated information about their capabilities, conflicts of interest, and discounts offered (if the firm desires to further discount their rates from what is in their contract) in order to maximize Treasury's consideration of such firms.

Nothing in these ordering procedures shall limit the ability of Treasury to issue task orders directly to a firm should one of the statutory exceptions to the fair opportunity process apply. These exceptions can be found in FAR 16.505(b)(2).

In accordance with 41 U.S.C. § 253j and FAR 16.505(b)(5), Treasury has designated the following "Task and Delivery Order Ombudsman" to review any concerns or complaints raised by contractors about the fair opportunity process under this procurement:

Thomas A. Sharpe, Jr.
Senior Procurement Executive

Office of the Procurement Executive

G.6 CONTENTS OF TASK ORDERS

Government awarded Task Orders (TO) will include the following (as applicable):

- (a) Contract and Task Order Number;
- (b) Responsible Treasury Organization for the TO and TO Point of Contact's e-mail address and phone number;
- (c) Government officials' (e.g., cognizant CO and TO COTR) contact information;
- (d) Total TO Price (and identify funding by increment or fully funded);
- (e) Obligated funding amount(s) and applicable Accounting Codes(s);
- (f) TO resources table (including labor categories, fully loaded labor rates, number of labor hours, and total labor cost);
- (g) Period of performance;
- (h) Place of Performance;
- (i) Performance Work Statement (PWS) or Statement of Work (SOW) with deliverables;
- (j) Applicable performance and performance metrics detail;
- (k) Special Requirements/Relevant Information (e.g., waivers);
- (l) Government - furnished Property, if any, to be furnished to the contractor;
- (m) TO work schedule as applicable;
- (n) Key/essential TO personnel; and/or
- (o) Payment Office information.

G.7 INVOICING AND PAYMENT INSTRUCTIONS

- (a) Unless otherwise stated within the individual Task Order, Invoices shall be submitted electronically to the following address:

OFS@bpd.treas.gov

- (b) A copy of the invoice shall also be submitted to the COTR and CO simultaneously.
- (c) Submission of proper invoices shall be rendered on a percentage complete basis in an amount equal to the value of the work performed.
- (d) Each invoice submitted shall be supported by appropriate documentation. Documentation necessary to substantiate an invoice shall include, but is not limited to, project name and number, invoice number, percentage complete, original contract amount, modification amounts, retainage amount and percent cumulative, labor categories, labor hours worked per labor category, labor rate, value of work in place, contractor's name, and contract number. Such documentation shall meet the approval of the Contracting Officer.

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR PERSONNEL BACKGROUND INVESTIGATIONS

The Contractor shall ensure that all applicable personnel working on this contract, including subcontractors, meet the following security requirements for contractors to protect against unauthorized disclosure of Sensitive But Unclassified (SBU) data. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a.

- (1) All applicable personnel shall be United States citizens or have lawful permanent resident status.
- (2) All applicable personnel shall be subject to a National Agency Check, Law and Credit (NACLC) investigation in accordance with the Department of the Treasury Security Manual (TD P 15-71). Applicable personnel shall not begin working on this requirement until all security forms have been properly completed and submitted to the Contracting Officer's Technical Representative for processing, unless otherwise specified by the Contracting Officer. The forms are as follows:
 - (a) Completed fingerprint cards
 - (b) Fair Credit Reporting Act Release
 - (c) SF 85-P, "Questionnaire for Public Trust Positions"
- (3) Applicable personnel shall wear Treasury issued identification badges when working in Government facilities.
- (4) Applicable personnel who undergo NACLC investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The Government reserves the right to determine if a Contractor employee assigned to a task shall continue with the task. The Contractor shall agree to remove the person assigned within one day of official notification by the Government and provide a replacement within five days. New hires or substitutions of personnel are subject to the NACLC investigation requirement.

Certain information collected under this contract shall be considered procurement sensitive. Contractor staff must be a United States citizen or possess alien status in the United

States and be able to pass a Government background investigation, if required, by the Department of the Treasury.

During the period of this contract, access to Department of the Treasury facilities for Contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any Treasury, or Treasury Bureau facility shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the Contractor to provide this corporate identification. Upon the termination of the employment of any contractor personnel working on this task, all government furnished identification shall be returned to the issuing office. All on-site contractor personnel shall abide by security regulations applicable to that site.

The contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of this contract. In addition the contractor must have provided the personnel associated with this contract, all security awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the contractor.

H.2 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCTOBER 2005)

The Contractor shall comply with Treasury and Bureau personal identity verification procedures that implement HSPD-12, OMB guidance memorandum M-05-24 and FIPS Pub 201.

The Contractor shall insert this provision in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

H.3 NON-DISCLOSURE

The Contractor recognizes that, in performing this contract, the Contractor may obtain access to non-public information that is confidential or proprietary in nature. Except as permitted by the contract, the Contractor agrees that it, its employees, its subcontractors, and its subcontractors' employees ("Contractor") will not disclose to any third party, or otherwise use, any information

it obtains or prepares in the course of performance of the contract or task order for any purpose other than to perform work under the contract without first receiving written permission from the Contracting Officer. The Contractor shall secure information received from or prepared or gathered for the Treasury Department (Treasury) under this contract in a secure location with access limited to only those personnel with a "need to know." Notwithstanding any other language contained herein, the Contractor shall comply with 31 C.F.R. § 31.217, including the requirement that the Contractor obtain a certification from each "management official" and "key individual" performing work under the contract or task order, as those terms are defined in 31 C.F.R. § 31.201, stating that he or she will comply with the requirements of section 31.217(b). The Contractor shall obtain such certifications from management officials and key individuals before they perform work under the contract and then annually thereafter.

H.4 KEY PERSONNEL

During the contract performance period, any substitution or replacement of key personnel must first be proposed by the Contractor and authorized by the Contracting Officer.

H.5 COOPERATION WITH OTHER ORGANIZATIONS

The Contractor agrees to cooperate with representatives of other contractors, Federal Reserve Banks, Federal agencies, governmental entities, and other organizations when the Treasury determines it to be in the best interest of the Government.

H.6 LABOR RATES

Labor provided under this contract and its task orders shall be billed at the same or lower labor rates and shall use the same labor categories provided in each Contractor's proposal as set forth in the Labor Rate Table. Labor rates billed by a contractor under this contract may not exceed those set forth in its Labor Rate Table.

H.7 CONFLICTS OF INTEREST

1. The Treasury HAS NOT WAIVED any potential conflicts of interest as defined by the Federal Acquisition Regulation (FAR) or 31 C.F.R. Part 31. Further, the Contractor agrees that its relationship with the Treasury will be governed by the FAR, 31 C.F.R. Part 31, and this contract. The Contractor agrees to negotiate in good faith concerning the inclusion of any different or additional conflict of interest policies and procedures that may be issued by the Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act of 2008.

2. Prior to work being performed under any new task order, the Contractor shall prepare a detailed written explanation of all actual conflicts, potential conflicts, or matters that may present the appearance of a conflict under the FAR or 31 C.F.R. Part 31, and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to avoid or mitigate such conflicts. The Contractor's disclosure submission shall include but is not limited to the information specified in 31 C.F.R. § 31.211(b)(1) – (b)(6), and shall include at a minimum the following:

- a) The Contractor and any proposed or actual subcontractor's or consultant's relationship to any related entities as such term is defined in 31 C.F.R. § 31.201;
- b) The categories of troubled assets owned or controlled by the Contractor including any proposed or actual subcontractor or consultant, or any related entity of the Contractor, if the arrangement relates to the acquisition, valuation, disposition, or management of troubled assets;
- c) Information concerning all other business or financial interests of the Contractor including its proposed or actual subcontractors or consultants, or the related entities of the Contractor, that could conflict with the Contractor's obligations under this CONTRACT;
- d) A description of all organizational conflicts of interest and potential conflicts of interest;
- e) A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
- f) A written detailed plan to mitigate all personal conflicts of interest, along with supporting documents; and
- g) A certification that the information provided to the Treasury in response to the above items is complete and accurate in all materials respects. Only after receiving this information will the Treasury determine whether organizational conflicts of interest prevent the Contractor from consulting for the Treasury in the specific matter.

3. Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with 31 C.F.R. Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (i) refusal to waive a conflict; (ii) termination of this contract for default; (iii) debarment of the contractor from federal contracting; (iv) referral to the appropriate state licensing authorities; and/or in appropriate cases (v) civil or criminal actions.

4. It is solely within the discretion of the Treasury to determine whether or not a conflict of interest exists and whether any mitigation plan submitted by the Contractor avoids or mitigates a conflict. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another contractor or entity pursuant to the corrective actions listed above, the Contractor is expected to follow Treasury policies and procedures and to cooperate fully in the orderly transfer of such matters.

5. In addition to complying with 31 C.F.R. Part 31 and any other applicable restrictions, the Contractor will: (1) not advise or provide services to any parties other than the United States in any matter that is the subject of a task order during the term of this contract, other than as permitted in the Contractor's Conflict of Interest Mitigation Plan, which is incorporated by reference herein; (2) have all staff assigned to work under this contract receive conflicts and confidentiality training in consultation with the OFS Compliance office. Individuals assigned to work under this during the term of this contract shall not provide any services related to the Troubled Asset Relief Program (TARP) to any party during the time the individual is performing work for Treasury.

6. No later than 10 business days after the effective date of this contract, or any new task order under this contract or any revision to this contract's anticipated work or any task order's statement of work, the Contractor shall (i) obtain and review the submissions required by 31 C.F.R. § 31.212 for personal conflicts of interest, and (ii) certify in writing to the Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by the Treasury. Contractor agrees not to permit any such individual to perform work under this contract or any task order with respect to any institution or related entities of such institution with which such individual has disclosed a personal conflict of interest pursuant to 31 C.F.R. § 31.212, absent obtaining the Treasury's prior consent. In making this determination, the Contractor may rely on the information obtained pursuant to 31 C.F.R. § 31.212(b), unless the Contractor knows or should have known that the information provided is false or inaccurate.

7. Before the Contractor accepts a contract, task order, or a modification to this contract, the Contractor shall certify to the following:

- a. The Contractor is aware of the prohibitions or paragraph (a) of 31 C.F.R. § 31.216 and, to the best of its knowledge after making reasonable inquiry, the retained entity has no information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216; and

- b. Each officer, employee, and representative of the Contractor who participated personally and substantially in preparing a bid, offer, proposal, or request for modification of this contract after the date hereof has certified that he or she:
 - 1) Is familiar with and will comply with the requirements of paragraph (a) of 31 C.F.R. § 31.216; and
 - 2) Has no information of any violations or possible violations of paragraph (a) of 31 C.F.R. § 31.216, and will report immediately to the Contractor any subsequently gained information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216.
- 8. Before the Contractor accepts a task order, the Contractor shall use Attachment J- 4 to certify that all organizational and personal conflicts of interest remain adequately mitigated.
- 9. The Contractor shall include this clause in all subcontracts, consultant agreements, and lower tier subcontractors unless a waiver is requested from, and granted by, the CO.
- 10. If the Treasury issues additional regulations or guidelines on conflicts of interest under the TARP – including the Final Rule on TARP Conflicts of Interest contemplated by the Interim COI Rule – the Contractor and the Treasury will negotiate in good faith to include appropriate provisions in Contractor’s Amended COI Mitigation Plan to address those additional regulations or guidelines.

H.8 PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

The contractor agrees to submit, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the United States Department of the Treasury (Treasury). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this contract requirement may itself be subject to disclosure under the FOIA.

The Treasury will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld.

SECTION I -- CONTRACT CLAUSES

I.1 FAR 52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at this Internet address:

<http://www.acquisition.gov/far/>

Clause No.	Title and Date
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010)
52.203-14	Display of Hotline Poster(s) (DEC 2007)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (SEP 2007)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-2	Audit and Records—Negotiation (MAR 2009)
52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002) Fill-in: 30th
52.216-18	Ordering (OCT 1995) Fill-in: “date of contract award” to “12 months from contract award”
52.216-22	Indefinite Quantity (OCT 1995) Fill-in: contract expiration date plus 6 months.
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements—Non-commercial Item Acquisition With Adequate Price competition (FEB 2007)

52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (JULY 2010) – Alternate II (OCT 2001)
52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-50	Combating Trafficking in Persons (FEB 2009)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-14	Rights in Data – General (DEC 2007)
52.228-7	Insurance—Liability to Third Persons (MAR 1996)
52.232-1	Payments (APR 1984)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2007) Fill-in: 30th
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-17	Interest (OCT 2008)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2008)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JUL 2002) – Alternate I (DEC 1991)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes – Fixed Price (AUG 1987) Alternate I (APR 1984)
52.243-3	Changes—Time-and-Materials or Labor-Hours (SEP 2000)

52.244-2	Subcontracts (JUN 2007)
52.246-20	Warranty of Services (MAY 2001) Fill-in: within 30 days from the date of acceptance by the Government
52.246-25	Limitation of Liability-Services (FEB 1997)
52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003)
52.248-1	Value Engineering (FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed Price) (MAY 2004)
52.249-6	Termination (Cost-Reimbursement) (MAY 2004) Alternate IV (SEP 1996).
52.249-8	Default (Fixed Price Supply and Service) (APR 1984)
52.249-14	Excusable Delays (APR 1984)

I.2 FAR 52.216-19 – ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$11,000,000.00;
- (2) Any order for a combination of items in excess of \$11,000,000.00; or
- (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding \$11,000,000.00.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.3 FAR 52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days after contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

SECTION J -- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

The Contractor shall use Attachments J-1 through J-4 of this contract to comply with the submission requirement of H.7

J-5 - Monthly Contract Status Report – This form is not required to be completed prior to award or submitted with the offeror’s proposal. This attachment is provided as a sample of an acceptable Monthly Contract Status Report. Successful offeror shall use this sample or something substantially similar for monthly reporting.

J-6 - Non-Disclosure Agreement - Conditional Access to Nonpublic Information - In accordance with section H.3 of this Contract, this form is required as certification from each “management official” and “key individual” performing work under the contract or task order to be executed and maintained on file by the contractor. The Contractor shall obtain such certifications from management officials and key individuals before they perform work under the contract and then annually thereafter.

J-1 - INITIAL CERTIFICATION FORMAT
ORGANIZATIONAL CONFLICTS OF INTEREST [31 C.F.R. § 31.211]

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] ("Contractor"), and I certify that the information provided by the Contractor to the Treasury on [Date] regarding organizational conflicts of interest in accordance with 31 C.F.R. §31.211 is complete and accurate in all material respects. In accordance with 31 C.F.R. § 31.211, prior to the award of a relevant contract the Contractor is required to provide Treasury with sufficient information to evaluate any organizational conflicts of interests, which information shall include:

1. The Contractor's, any proposed subcontractor's or consultant's' relationship to any related entities as such term is defined in 31 CFR § 31.201;
2. The categories of troubled assets owned or controlled by the Contractor, any proposed subcontractor or consultant, or any related entity of the Contractor or its proposed subcontractors or consultants, if the contract relates to the acquisition, valuation, disposition, or management of troubled assets;
3. Information concerning all other business or financial interests of the Contractor, its proposed subcontractors or consultants, or the related entities of the Contractor or its proposed subcontractors or consultants, which could conflict with the Contractor's obligations under the contract;
4. A description of all organizational conflicts of interest and potential conflicts of interest;
5. A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
6. A certification that the information provided to the Treasury in response to the above items is complete and accurate in all material respects.

The Contractor understands and agrees to comply with its obligation to:

2. During the term of any resultant contract and pursuant to 31 CFR § 31.211(f), continually search for any potential organizational conflict of interest and report any potential organizational conflict of interest to the TARP Chief Compliance Officer within five (5) business days after learning of such potential organizational conflict;
 - (a) Retain the information needed to comply with 31 C.F.R. § 31.211 and to support the certifications required by 31 C.F.R. § 31.211 during the term of any resultant contract and for three (3) years following termination or expiration of the such contract, and make such information available to Treasury upon Treasury's request pursuant to 31 CFR § 31.211(h); and.
 - (b) Maintain a compliance program designed to detect and prevent violations of federal securities laws and organizational conflicts of interest, if the contract is for the acquisition, valuation, management, or disposition of troubled assets.

I confirm, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

[Name of Contractor]

By:

[Provide signature, name, and title of Authorized Officer of the Contractor]

Date:

J-2 - INITIAL CERTIFICATION FORMAT
PERSONAL CONFLICTS OF INTEREST [31 C.F.R. § 31.212] and NONDISCLOSURE [31 C.F.R. § 31.217]

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] ("Contractor"). As required pursuant to 31 C.F.R. § 31.212(b), "management officials" and "key individuals" (including subcontractors and consultants, where applicable), as those terms are defined in 31 C.F.R. § 31.201, prior to performing work for the Treasury under the [Insert Contract Number], have provided written information to the Contractor regarding their personal, business and financial relationships, as well as those of their spouses, minor children and other family members with whom they have a close personal relationship that would cause a reasonable person with knowledge of the relevant fact to question the individual's ability to perform, his/her objectivity or judgment in such performance, or his/her ability to represent the interests of the Treasury. Such management officials and key individuals have also certified that they will comply with the requirements in 31 C.F.R. § 31.217(b).

Based on the Contractor's reasonable knowledge and review of the above information provided by such management officials and key individuals, I certify that such management officials and key individuals performing work for Treasury [check the one that applies]:

_____ Do not have personal conflicts of interest, or

_____ Any and all personal conflicts of interest have been neutralized by mitigated measures under the written mitigation plan approved by Treasury or have been waived by Treasury.

The nature of any waived personal conflicts and the date the Treasury approved any such waiver(s) is described below, if applicable:

[Insert description if applicable]

The Contractor understands its obligation to:

- Adopt and implement procedures designed to discover, monitor and report personal conflicts of interest on a continuous basis pursuant to 31 C.F.R. § 31.212(f),
- Report any personal conflict of interest within five (5) business days after learning about such conflict to the TARP Chief Compliance Officer pursuant to 31 C.F.R. §31.212(g),
- Ensure that all management officials performing work under the contract and key individuals have no personal conflicts of interest unless mitigation measures have neutralized the conflict or Treasury has waived the conflict pursuant to 31 C.F.R. § 31.212(a) ; and
- Retain information needed to comply with to 31 C.F.R. § 31.212 and to support the certifications required by to 31 C.F.R. § 31.212 for three (3) years following termination or expiration of the contract, and make such information available to Treasury upon Treasury's request pursuant to 31 C.F.R. §31.212(h).

I confirm, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

[Name of Contractor]

By:

[Provide signature, name, and title of authorized officer of the Contractor]

Date:

**J-3 - INITIAL CERTIFICATION FORMAT
COMMUNICATIONS WITH TREASURY EMPLOYEES [31 C.F.R. § 31.216]**

“I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] (“Contractor”). The Contractor has obtained certifications regarding 31 C.F.R. § 31.216 from each proposed subcontractor or consultant and each officer, employee, and representative of the Contractor or any proposed subcontractor or consultant who participated personally and substantially in preparing and submitting the proposal.

In accordance with 31 C.F.R. § 31.216(a), during the course of any process for selecting the awardee of an applicable government procurement (at the contract or task order level), the Contractor, its proposed subcontractors and consultants, and the representatives of the Contractor and its proposed subcontractors and consultants shall not:

1. directly or indirectly make any offer or promise of future employment or business opportunity to, or engage directly or indirectly in any discussion of future employment or business opportunity with, any Treasury employee with personal or direct responsibility for that procurement;
2. offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any Treasury employee, except as permitted by Government-Wide Ethics Rules, 5 CFR Part 2635; or
3. solicit or obtain from any Treasury employee, directly or indirectly, any information that is not public and was prepared for use by Treasury for the purpose of evaluating an offer, quotation, or response to enter into an arrangement.

Based on the Contractor’s reasonable knowledge and review of the aforementioned certifications, the Contractor certifies that:

1. The Contractor, along with each proposed subcontractor or consultant and all aforementioned officers, employees and representatives, are aware of the prohibitions set forth in 31 C.F.R. § 31.216(a);
2. The Contractor, along with each proposed subcontractor or consultant, to the best of their knowledge after making a reasonable inquiry, have no information concerning a violation or possible violation of 31 C.F.R. § 31.216(a);
3. Each aforementioned officer, employee and representative has no information concerning a violation or possible violation of 31 C.F.R. § 31.216(a); and
4. Each aforementioned officer, employee, and representative will comply with the requirements of 31 C.F.R. § 31.216(a) and will report immediately to the Contractor any information that is gained subsequent to the execution of his/her certification, which concerns a violation or possible violation of 31 C.F.R. § 31.216(a).

I confirm, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

[Name of Contractor]

By:

[Provide signature, name, and title of authorized officer of the Contractor]

Date:

**ATTACHMENT J-4
TARP CONFLICTS OF INTEREST REGULATIONS**

TASK ORDER CERTIFICATION FORMAT

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] ("Contractor"). I have compared the Contractor's existing conflicts of interest mitigation plan ("Plan") submitted and approved by Treasury on (month/date/year) with the scope of work under the new Task Order [Number]. Based upon my review of the Plan, I certify that [check the one that applies]:

_____ No revisions/amendments are required to the Plan or;

_____ The Contractor has submitted a revised mitigation plan to Treasury that captures all or any necessary revisions or amendments to the Plan.

I also certify that the information provided in the Plan is complete and accurate in all respects as required under 31 C.F.R. Part 31.211(d).

Management officials and key individuals who are "personally and substantially" involved in performing work including subcontractors and consultants under this Task Order have provided written information to the Contractor regarding their personal, business and financial relationships as required under 31 C.F.R. Part 31.212(b).

Based upon the Contractor's reasonable knowledge and review of the information, I certify that management officials and key individuals [check the one that applies]:

_____ Do not have personal conflicts of interest, or

_____ Any and all personal conflicts of interest have been, voided, neutralized, or mitigated under the Contractor's Plan and any revisions/amendments to that Plan or has been waived by the Treasury.

I confirm that management officials and key individuals have provided certifications to the Contractor that comply with the requirements in 31 C.F.R. Section 31.217(b), including any new management officials and key individuals who will perform work under this Task Order.

Based on my reasonable knowledge and review of the certifications obtained from the above management officials and key individuals as required under 31 C.F.R. Part 31.216(b), I certify that the Contractor and the above management officials and key individuals are aware of, and will comply with, the prohibitions set forth in 31 C.F.R. Section 31.216.

I confirm that the Contractor will make the information supporting this Task Order Certification available to Treasury upon request, and retain this information for three years following the termination or expiration of this Task Order.

[Name of Contractor]

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT J-5: CONTRACT STATUS REPORT

Date: Enter Date
Reporting Period: Enter Date

Contract Information

Contractor Name: Click here to enter Title

Description of requirement: Click here to enter text.

COTR (Government POC): Click here to enter COTR Name

Contract Number

Enter Contract Number

Current Period of Performance (excluding options)

Enter Date from - to

Reporting Period Update

Contract cost summary (List the contract and each task order separately)

Current Contract Obligations: Enter value

Costs incurred through current reporting period: Enter value

Projected cost – next reporting period: Enter value

Remaining funds on contract/order: Enter value

Projected Cost at contract/order completion: Enter value

Are there any issues completing the contract within the schedule and available funds?
YES/NO

If YES, discuss issues: Click here to enter text.

Performance & Deliverables

Describe key activities during this reporting period.

Enter text

List transactions closed during this reporting period.

Enter text

Describe other significant accomplishments during this reporting period.

Click to enter text

Describe significant challenges during this reporting period.

Enter text

Contract Status Report (Continued)

Subcontracts

List subcontractors performing during this period & incurred costs

Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value

Small Business Subcontracting

What actions have you taken to achieve the goals set forth in your subcontracting plan (if applicable) during this reporting period?

Enter text

Is your company on track to achieve its Small Business Subcontracting goals and objectives?
YES/NO

If NO, discuss efforts to increase your level of Small Business Subcontracting:
Enter text.

Include the following Attachments (if required)

Attachment A: List Government Furnished Property on this contract.

Attachment B: List all contractor personnel that worked on this contract during the reporting period.

ATTACHMENT J-6
NON-DISCLOSURE AGREEMENT

Conditional Access to Nonpublic Information

I, _____, employee of _____ [Insert legal name of the contractor/Subcontractor in the blank] hereby consent to the terms of Contract Number _____ [Insert actual contract number in the blank] ("Contract") between the U.S. Department of the Treasury ("Treasury") and _____] ("Contractor") in consideration of my being granted conditional access to certain United States Government nonpublic information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to nonpublic information, the Contractor [**and subcontractor, as appropriate and applicable**] and the Treasury have placed special confidence and trust in me, and I am obligated to protect this information from unauthorized disclosure, according to the terms of the Contract.
2. Nonpublic information refers to any information, provided to me by the Treasury or Contractor [**or subcontractor, as appropriate and applicable**] in connection with my authorized services to the Treasury, or that I obtain or develop in providing authorized services to the Treasury, other than information designated as publicly available by the Treasury in writing or that becomes publicly available from a source other than the Contractor [**or subcontractor, as appropriate and applicable**]. Nonpublic information includes but is not limited to information about the Treasury's business, economic, and policy plans, financial information, trade secrets, information subject to the Privacy Act, personally identifiable information (PII) and sensitive but unclassified (SBU) information.
3. PII includes, but is not limited to, information pertaining to an individual's education, bank accounts, financial transactions, medical history and other information which can be used to distinguish or trace an individual's identity, including but not limited to social security numbers.
4. SBU information is any information where the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy of individuals that they are entitled to under the Privacy Act and other Federal statutes.
5. I am being granted conditional access to nonpublic information, contingent upon my execution of this Agreement, to provide authorized services to the Treasury.
6. I agree to comply with the requirements of 31 C.F.R. § 3 1.217(b), and except as set forth in paragraph 14 below, I shall never divulge any nonpublic information provided to me pursuant to this Agreement to any third party, unless I have been advised in writing by the Contractor [**and/or subcontractor, as appropriate and applicable**] and/or the Treasury that such party is authorized to receive it.
7. I will submit to the Treasury for security review, prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtain during the course of my work in connection with the Treasury. I hereby assign to the Federal Government all rights, royalties, remunerations and emoluments that have resulted or will result or may result from any disclosure, publication, or revelation of nonpublic information not consistent with the terms of this Agreement.
8. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of nonpublic information could compromise the security of individuals, the Contractor [**and subcontractor as appropriate and applicable**] and the Treasury.
9. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to nonpublic information. Further, violation of the terms and conditions of this Agreement may result in the Contractor [**and/or subcontractor, as appropriate and applicable**] and/or the United States taking administrative, civil or any other appropriate relief.
10. I understand that the willful disclosure of information to which I have agreed herein not to divulge may also constitute a criminal offense.
11. Unless I am provided a written release by the Treasury from this Agreement, or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on _____ [**Insert actual contract number in the blank**], and at all times thereafter.
12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

13. 13. I understand that the Treasury may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
14. 14. I understand that if I am under U.S. Congressional or judicial subpoena, I may be required by law to release information, and that pursuant to 31 CFR § 31.217(b)(1), I shall provide prior notice to Treasury of any such disclosure or release.

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Name:

Date:

05/26/2010